

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

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GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
GENERAL ATTORNEY-COMMERCE

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GENERAL ATTORNEY

ROBERT S. DAVIS 622-2011
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DONALD E. MOLLOY 622-2016
PAUL E. LITTLETON 622-2017
PAUL J. M. RUTTERER 622-2866
ASSISTANT GENERAL ATTORNEYS

STEPHEN C. HERMAN 622-2015
JOSEPH J. GAZZOLI 622-2013
ATTORNEYS

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

October 30, 1978

RECORDATION NO. 7732-A Filed 1425

NOV 7 1978 - 10 50 AM

INTERSTATE COMMERCE COMMISSION

Re: Doniphan, Kensett & Searcy Railway Assumption Agreement dated as of October 26, 1978, of an Equipment Lease dated as of November 1, 1974 between Texas-New Mexico Railway Company and American Refrigerator Transit Company; Lease originally recorded with ICC December 8, 1974 at 9:20 a.m. - Recordation No. 7732-A

Mr. H. J. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. 1116.1(a), et seq., are three executed counterparts of an Assumption Agreement referring to the above-noted Equipment Lease dated as of November 1, 1974, among Doniphan, Kensett & Searcy Railway, Texas-New Mexico Railway Company and American Refrigerator Transit Company wherein Doniphan, Kensett & Searcy Railway assumes said Equipment Lease.

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Lessor: American Refrigerator Transit Company
210 N. 13th Street
St. Louis, Mo. 63103

Party Assigning Lease: Texas-New Mexico Railway Company
210 N. 13th Street
St. Louis, Mo. 63103

Party Assuming Lease: Doniphan, Kensett & Searcy Railway
210 N. 13th Street
St. Louis, Mo. 63103

The Lease referred to herein covered twenty 52 foot 70-ton insulated railroad box cars, Nos. 787000 thru 787019 both inclusive and was recorded with the Interstate Commerce Commission on the date, at the time and assigned

Received
11/7 10:00 AM
DCC
See Office

8-311A031
NOV 7 1978
10 50

Yre Humphrey
C. A. Humphrey

Mr. H. J. Homme

-2-

October 30, 1978

the recordation number, specified in the caption hereof.

Voucher to cover the \$10 recording and filing fee is enclosed herewith.

Upon filing and recording of the enclosed instrument, two counterparts thereof, showing thereon the Commission's recording date, should be returned to:

Mrs. Judy C. Durand
Missouri Pacific Railroad Company
Suite 1203, 1825 K Street, N.W.
Washington, D.C. 20006

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,


Paul J. M. Rutterer

PJMR/pam

Encls:

Assumption Agreement (3)
Voucher for \$10 for rec. fee

Interstate Commerce Commission
Washington, D.C. 20423

11/7/78

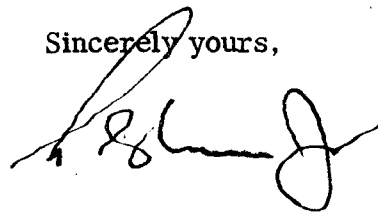
OFFICE OF THE SECRETARY

Mrs. Judy C. Durand
Missouri Pacific RR Co.
Suite 1203, 1825 K.ST., N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/7/78 at 10:50am ,
and assigned recordation number(s) 7732-C

Sincerely yours,



H.G. Homme, Jr.,
Acting Secretary

Enclosure(s)

SE-30-T
(2/78)

NOV 7 1978 - 3 50 AM

ASSUMPTION OF EQUIPMENT LEASE INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated as of October 26, 1978, by and between TEXAS-NEW MEXICO RAILWAY COMPANY, a Texas corporation, hereinafter called "Assignor" and DONIPHAN, KENSETT & SEARCY RAILWAY, an Arkansas corporation, hereinafter called "Assignee" and AMERICAN REFRIGERATOR TRANSIT COMPANY, hereinafter called "Lessor",

W I T N E S S E T H :

WHEREAS, Assignor has leased 20-52 foot 70-ton insulated railroad box cars equipped with cushion underframes and dual air packs from Lessor;

WHEREAS, said lease was recorded with the Interstate Commerce Commission on December 8, 1974 and given recordation number 7732-A;

WHEREAS, said cars bear identification marks of TNM 787000 thru TNM 787019, both inclusive; and

WHEREAS, Assignor wishes to assign all of its right, title, interests, obligations and liabilities in the lease and the equipment to the Assignee and the Assignee is willing to assume the interests and obligations of the Assignor with reference to the equipment, and the Lessor is willing to permit such assignment.

NOW, THEREFORE, in consideration of the premises and of the payment by each Assignor and Assignee of the sum of One Dollar (\$1.00) to the Lessor, receipt of which is hereby

acknowledged, the parties hereto agree as follows:

Assignor hereby assigns to Assignee all of its right, title and interest in and to the equipment specified in said Lease dated as of November 1, 1974, between Lessor and Assignor, without recourse against Assignor. Assignor expressly disclaims and refrains from making any warranty to Assignee, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

Assignee hereby accepts the assignment of Assignor's right, title and interest in and to equipment specified in said Lease, without recourse to Assignor, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with Lessor that with respect to said equipment, it will keep, perform and observe subject to the conditions thereof, all the terms, covenants and conditions of said Lease, which, but for this assignment were to be kept, performed and observed by Assignor. Assignee states that the identification marks on said equipment will be changed to ARDP 787000 thru 787019, both inclusive.

Lessor joins herein for the sole purpose of evidencing its consent to the assignment of the Lease by Assignor to Assignee, without recourse in Assignor, and Assignee's assumption of Assignor's obligations thereunder upon the terms and conditions set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above

written.

AMERICAN REFRIGERATOR TRANSIT
COMPANY

By E. A. Dunning
President

ATTEST:

A. J. Hosen
Assistant Secretary

TEXAS-NEW MEXICO RAILWAY COMPANY

By M. M. Kennedy
Vice President

ATTEST:

A. J. Hosen
Assistant Secretary

DONIPHAN, KENSETT & SEARCY RAILWAY

By M. M. Kennedy
Vice President

ATTEST:

A. J. Hosen
Assistant Secretary

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 30th day of October, 1978 before me personally appeared Robert J. Dunne, Jr., to me personally known, who, being by me duly sworn, says that he is the President and General Manager of American Refrigerator Transit Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 30th day of October, 1978, before me personally appeared M. M. Hennelly, to me personally known, who, being by me duly sworn, says that he is Vice President of Texas-New Mexico Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 30th day of October, 1978, before me personally appeared M. M. Hennelly, to me personally known, who, being by me duly sworn, says that he is Vice President of Doniphan, Kensett & Searcy Railway, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires: